UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF OHIO

In re:) Case No. 10-63180
MICHELE RAE CASERTA) Chapter 7
SSN: XXX-XX-8502) Judge KENDIG
	SUPPORT DOCUMENTS to
Debtor	MOTION OF PNC BANK NATIONAL ASSOCIATION successor by merger to
	NATIONAL CITY BANK successor by
	merger to NATIONAL CITY MORTGAGE
	CO FOR RELIEF FROM STAY AND
) <u>ABANDONMENT</u>
) ADDRESS OF REAL PROPERTY:
) 494 W. MARKET STREET
) ALLIANCE, OHIO 44601

Multistate	NOTE	FHA Case No.
October 28, 2003		
494 W MARKET ST, ALLI	ANCB, Ohio 44601 [Property Address]	
1. PARTIES "Borrower" means each person sign NATIONAL CITY MORTGAGE CO	ing at the end of this Note, and the person	n's successors and assigns. "Lender" means
	; INTEREST nder, Borrower promises to pay the principal HUNDRED SEVENTY NINE & 00/100	
		. Interest will be charged on unpaid principal is been paid.
this Note and called the "Security Instrust Borrower defaults under this Note. 4. MANNER OF PAYMENT		urity instrument that is dated the same date as e Lender from losses which might result if
	. Any principal and interest remaining on th	the first day of each month beginning on the first day of November
Payment shall be made at Baltimore, MD 21297-1677 by notice to Borrower.	tional City Mortgage Co.,, P C oracs	D Box 17677., uch place as Lender may designate in writing
will be part of a larger monthly payment it items in the order described in the Security	Instrument.	5.\$ 466.33 . This amount all be applied to principal, interest and other
	ment adjustments is executed by Borrower t	together with this Note, the covenants of the his Note as if the allonge were a part of this
Graduated Payment Allonge	Growing Equity Allonge Other [speci	ify]
of any month. Lender shall accept prepayeremainder of the month to the extent require	ot evidenced by this Note, in whole or in par ment on other days provided that Borrower red by Lender and permitted by regulations	rt, without charge or penalty, on the first day pays interest on the amount prepaid for the of the Secretary. If Borrower makes a partial payment unless Lender agrees in writing to
FHA Multistate Fixed Rate Not VMP MORTGAGE FORMS - (800)521-7291 Page 1 ol 2 Indials:	A	

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (%) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Michele Casenta	-Borrower	(Scal)
Patricia e Caserta	Scal) '	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal)	(Seal) -Borrower

-1R (0210)

252



RETURN TO:

MATIONAL CITY MORTGAGE CO P.O. BOR \$800 Dayton, OH 45401-8800

or Above This Line For Encording Data!

State of Ohio

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 28, 2003

MICHELE CASMITA and THOMAS CAMBITA

PATRICIA R CASERTA, Husband and Wife

Unmarried

whose current multing address is 1110 GLENWOOD DR, ALLIANCE, Ohio. 44601

("Borrower"). This Security Instrument is given to MATIONAL CITY MORTGAGE CO

which is organized and existing under the laws of time STATE OF CHIO

whose address is 115 Alleghamy Center Mall, Pittsburgh, PA 13712 ("Leader"), Bostower owes Loader the principal num of

SEVERTY SEVER THOUGARD SEVER HURDERD SEVERTY WIRE & 00/160 Domes (U.S.\$ This debt is evidenced by Bospower's note deted the same data as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid cartier, due and payable on the company of the Security Instrument and the cartier of the ca

. This Security limitament secures to Lender: (a) the repayment of the debt evidenced by the 2033 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other same, with interest, advanced under paragraph 7 to protect the security of this Security Instruments; and (c) the performance

FEA Ohio Open-End Marigage - 4/96 4R(OH) (0)01)

VMP MORTOAGE FORMS - (800)521-7291



of Borrower's covenants and agreements under this Security Insurances and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Leader the following described property located in STARK

SEE LEGAL DESCRIPTION ATTACHED

(Zip Coss) ("Property Address");

which has the address of 494 W MARKET ST [City] , Olsio 44603.

TOORTHER WITH all the improvements now or hereafter exected on the property, and all cases coult, appentenances and finances now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the Property."

BCRROWER COVENANTS that Bostower is lewfully second of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is intercumbered, except for excambrances of record. Borrower warrants and will defend generally the title to the Property against all circum and demands, subject to any encombrances of record.

THIS SECURITY INSTRUMENT combines similarm covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a millions according instrument covering real property.

Bostower and Lender coverant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower stall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Bostower shall include in each monthly payment, together with the principal and interest as set forth in the Note and say late charges, a sum for (a) taxes and special separate levial or to be havied against the Property, (b) leasehold payments or ground reads on the Property, and (c) premiums for immrance required under prograph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Utban Development ("Secretary"), or in any year in which such premium would have been required if Lender will held the Security Instrument, each monthly payment shell also include elder; (i) a sum for the assumal mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge insurance of a meetings insurance granium if this Security instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escreta licens" and the sums paid to Londer are called "Escrow Pands."

Leader may, at any time, collect and hold smounts for Escrew Items in an aggregate amount not to exceed the maximum amount that easy be required for Bourower's entrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 or say, and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or remove permitted by RESPA for unanticipated distursements or disbussements before the Bourower's payments are available in the account may not be hased on amounts due for the mortgage insurance premium.

4R(OH) (9201)

Pana 2 of 2

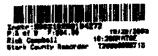
mats: MC

PAGE 13/24

DAN ENGLAND ESD

3308Z30036

20:01 0102/81/90



if the amounts held by Londer for Escrive Nems exceed the amounts permissed to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow liens when due, Lender may notify the Sourower and require Borrower to make up the shortage as permitted by RESPA.

The Eacrow Pands are piedged as additional security for all sums accused by this Security Instrument. If Borrower does to Lender the full payment of all such sums, Boxrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall presently refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage immentes premium to be paid by Lender to the Secretary or to the mostily charge by the Secretary instead of the monthly mortgage immutates pression:

Second, to any taxes, special assessments, losseluded payments or ground reads, and fire, flood and other bazard. insurance premiums, as required;

Third to interest the moder the Note:

Poseth, to assortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Fleed and Other Shaned Insurance. Bosower shall insure all improvements on the Property, whether now in existence or subsequently sweeted, against any bazards, casualties, and contingencies, including fire, for which Lender requires inversee. This insurance shall be susinguised in the amounts and for the periods that Lender requires. Berrower shall also issued all improvements on the Property, whether now in existence or submignestly erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with compatities approved by Lender. The insurance policies and any renowals shall be held by Lender and shall include loss payable classes in favor of, and in a form acceptable to, Londer.

In the event of loss, Bossower shall give Lender immediate notice by mail, Lender stay make proof of loss if not ade promptly by Borrower. Each immenice company concerned is bereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or gry past of the insurance proceeds may be applied by Londer, at its option, either (a) to the reduction of the indebtedness under the Note and this Scorrity Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to propayment of principal, or (b) to the restoration or requir of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the date of the monthly payments which are referred to in promptab 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all constanting indebusiness ander the Note and this Security Instrument shall be paid to the entity logally entitled thereto.

In the event of fereclosure of this Security Instrument or other transfer of title to the Property dust extinguishes the indubtachess, all right, title and interest of Romower in and to insurpres policies in force shall past to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lean Application; Lesseledds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or trunsfer of the Property) and shall continue to occupy the Property as Borrower's principal maidence for at least one year after the date of occupancy, unless Leader determines that requirement will cause andne hardship for Borrower, or unless extensing circumstances exist which are boyond Borrower's control. Borrower shall notify Londor of any extranating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property If the Property is vacant or abandoned or the loan is in definit. Lender may take reasonable action to protect and preserve such vacant or abendoned Property.

4R(QH) (8901)

Page 2 of 4

www._MC

PAGE 14/24 DAN ENGLAND ESQ 3308230030 40:01 010Z/81/S0



Boxnower shall also be in default if Borrower, during the form application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any unaterial information) in connection with the loss evidenced by the Note, including, but not limited to, representations concerning Bostower's occupancy of the Property as a principal residence. If this Secturity Instrument is on a leasehold. Borrower shall comply with the provisions of the lease. If Borrower sequires for title to the Property, the leasehold and fee title shall not be merged unions Londer agrees to the merger in writing.

6. Condemization. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that reasons mental moder the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due due of the stoughly payments, which are referred to in paragraph 2, or charge the amount of such payments. Any excess proceeds over an amount required to pay all constanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally encided therein.

7. Charges to Berrower and Protection of London's Rights in the Property, Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Sorrower shall pay these obligations on time directly to the easily which is owed the payment. If failure to pay would adversely affect Leader's interest in the Property, upon Leader's request Borrowet shall promptly furnish to Leader receipts evidencing these

If Borrower fails to make those payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Insteament, or there is a legal proceeding that may significantly affect Londer's rights in the Property (such as a proceeding in bankruptcy, for condomnation or to enforce laws or and Louis it igns in an report, such as a processing in teamingle, we continue an election laws of regulations, item Louder may do and pay whatever is successary to present on the election of the Property, including payment of taxes, hazard insurance and other items meastioned in paragraph 2.

Any analysis disbursed by Lender under this paragraph shall become an additional debt of Botrower and be secured by this Security Instrument. These analysis shall bear interest from the date of disbursessent, at the Note rate,

and at the option of Lenfor, shall be immediately due and payable.

Borrower shall promptly discharge say lies which has priority over this Security Instrument unless Bourower. (a) agrees in writing to the payment of the obligation secured by the tien in a manner acceptable to Lender; (b) contests is good faith the lies by, or defends against enforcement of the lieu in, legal proceedings which in the Lander's opinion operate to provent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Landez subordinating the lieu to this Security Instrument. If Lander determines that my part of the Property is subject to a lien which may atinin priority over this Security Instrument, Lender may give Bocrower a notice identifying the lieu. Recrover shall entirfy the hea or take one or more of the actions are fouth above within 10 days of the giving of antice.

S. Feen, Lander may collect feet and charges underized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default, Londer may, except as limited by regulations issued by the Secretary, in the case of payment

defaults, require immediate payment in full of all some secured by this Security Instrument it.

(i) Borrower defaults by failing to puty in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of datey days, to perform any other obligations contained in

this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germaio Depository Institutions Act of 1982, 12 U.S.C. 1701;-3(d)) and with the prior approval of the Secretary, require immediate payment in foll of all sums secured by this Security Instrument if:

4R(OH) (0201)

Pegs 4 42 8



(i) All or peri of the Property, or a beneficial inscrem in a trust owning all or part of the Property, is sold or Otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Socretary.

(c) No Waiver. If circumstances occur that would parent Landar to require immediate payment in full, but

Leader does not require such payments, Leader does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Leader's rights, in the case of payment definals, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or functionare if not permitted by regulations of the Scoreury.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Londer may, at in option, require immediate payment in full of all name secured by this Security Instrument. A written statement of any authorised agent of the Secretary dated subsequent to 60 days from the date learned, declining to itsure this Security Instrument and the Note, shall be decided conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lendor's faithers to remit a morrgage insurance premium to the Secretary.

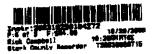
10. Reinstatement. Borrower has a right to be reinstated if Londor has required immediate payment in full because of Economor's failure to pay an amount due under the Note or this Security Instrument. This right explicit even after foreclosure proceedings are instituted. To reinstate the/Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Boarower's account carrent including, to the extent they are obligations of Boarower under this Security Instrument, foreclosure costs and removable and contourney attenuous's foca and expenses properly associated with the fureclosure proceeding. Upon reinsurement by Borrower, this Society Instrument and the obligations that it accures shall remain in offect as if Lender had not required immediate payment in full. However, Lender is not required to permit substatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current fractionare proceeding, (ii) reinstancement will preclude foreclosure on different grounds in the future, or (iii) reinstancement will adversely affect the priority of the lieu created by this Security Sentrament.

11. Burrower Not Released; Perbearance By Leader Not a Waiver. Extension of the time of payment or modification of amountation of the same secured by this Security Instrument granted by Leader to any successor in interest of Bourower shall not operate to release the lightlity of the original Borrower or Borrower's successor in interest. Lendor shall not be required to commence proceedings against any moreover in interest or refuse to extend time for physican or otherwise modify associatation of the suns secured by this Security Instrument by reason of any denimal made by the original Boutower or Bourower's successors in interest. Any forbearance by Lender in exercising any right or remody shall not be a waiver of or preclade the exercise of any right or numedy.

12. Successors and Amigne Bound; John and Several Limbility; Co-Signers, The covenant and agreements of this Security Instrument shall bird and benefit the assectance and assigns of Lender and Boxrower, subject to the provisions of passgraph 9(b). Bostower's covenants and agreements shall be juint and several. Any Bostower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mentgage, grant and convey that Boxrower's interest in the Property under the series of this Security Instrument; (b) is not personally obligated to pay the sums necared by this Security Instrument; and (c) agrees that Lender and any other Boxrower may agree to extend, randify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Bosrower's consent.

4R(OH) (0001)

Z0:01 010Z/81/90 3308Z30030 PAGE 16/24 DAN ENGLAND ESQ



13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law sequires use of another method. The notice shall be directed to the Property Address or any other address Bosrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated begins or any address Lender designates by notice to Bosrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Bourower or Leader when given as provided in this paragraph.

14. Governing Law; Severability. This Security instrument shall be governed by Federal law and the law of the justisdiction in which the Property is located. In the event that any provintion or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and

the Note are declared to be severable.

 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 Hazardous Substances. Berrower shall are cause or parasit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Botrower shall not do, not allow surpose clas to do, anything affecting the Property that is in violation of any Boyirosmental Law. The property that is in violation of any Boyirosmental Law. etc. or storage on the Property of small quantities of Hazardous Substances that are generally recognized in be appropriate to normal residential uses and so maintenance of the Property.

Bornower shall promptly give Lander written notice of any investigation, claim, demand, investit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Bavirusmental Law of which Borrower has actual browledge. If Borrower lemms, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is accessary, Borrower shall promptly take all measuresy remodual actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or baseadous substances by Environmental Law and the following substances: gazoline, kerosene, other flaramable or toxic petroleum produces, toxic persicides and herbicides, volutile solvents, muterials containing asbanus or formulatohyde, and radioactive systemics. As used in this puragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or covironmental protection.

NON-UNIFORM COVENANTS. Bostower and Lender further covenant and agree as follows:

17. Assignment of Rentz. Bostower unconditionally assigns and transfers to Lender all the routs and revenues of the Property. Burrower audications Leader or Leader's agents to collect the ream and nevenues and hereby discots each meanst of the Property to pay the runts to Londor or Landor's agents. However, prior to Landor's notice to Bossower of Borrower's breach of any coverant or agreement in the Security Rutturacut, Borrower shall collect and receive all rents and revenues of the Property as waster for the benefit of Lander and Borrower. This assignment of sents constitutes as absolute assignment and not an assignment for additional accurricy only.

If Landar gives notice of breach to Borrower. (a) all rents received by Borrower shall be held by Borrower as

trustee for benefit of Lender only, to be applied to the sums account by the Security Instrument; (b) Lender stull be entitled to collect and receive all of the runts of the Property; and (c) each meant of the Property shall pay all conts due and cappaid to Lender or Lender's agent on Lender's written demand to the straint.

Borrower has not executed any prior assignment of the reas and has not ned will not perform any act that would

prevent Lender from exercising its rights under this pacagraph 17.

Lender shall not be required to easer upon, take control of or maintain the Property before or after giving notice of breach to Bostower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of reas shall not cure or waive any default or invalidate any other right or remetly of Lender. This assignment of sents of the Property shall seminate when the debt secured by the Security Instrument is paid in full.

4R(OH) (0001)

Page 6 of 8

22.C.

PAGE 17/24 DAN ENGLAND ESQ 3308230030 40:01 0102/81/90



18. Perceiosure Procedure. If Lander requires immediate payment in full under paragraph 9, Londer may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred to pursuing the remediat provided in this paragraph 18, including, but not finited to, costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the non-indicial power of sale provided in the Single Family Movings Poveshouse Act of 1994 ("Act") (12 U.S.C. 3751 of 20,0) by requesting a foruchouse commissioner designated under the Act to commence furnciouse and to sell the Property as provided in the Act. Nothing in the preceding annuace shall deprive the Secretary of any rights otherwise available to a Londer under this Paragraph 18 or applicable law.

- 19. Robuse. Upon payment of all same secured by this Socarity Instrument, Lender shall discharge this Security Instrument without charge to Boszower. Becrower shall pay any recordation costs.
- 28. Advances to Protect Security. This Security Instrument shall secure the supplied behance of advances made by Lender, with respect to the Property, for the payment of texas, assessments, immunests promises and costs incomed for the protection of the Property.

			cuted by Borrower and recorded together
with this Society Instrument, the coverns	ots o	(each such rider shall be	incorporated into and shall amend and
supplement the coverants and agreements	of thi	a Security Instrument as if	the rider(s) were a part of this Security
Instrument, [Chock applicable box(os)].			
Condombium Rider		Growing Equity Rider	Other (specify)
Condominism Rider Planned Unit Development Rider		Growing Equity Rider Graduated Payment Rider	

4R(DH) (0261)

PAGE 18/24

Page 7 of 8

20:01 0102/81/90 DAN ENGLAND ESQ 3308230030



BY SIGNING BELOW, Bostower accepts and agrees to the seems contained in this Security Instrument and in any rider(s) executed by Bostower and recorded with it.

Witnesses:

Jane V. Sull	michalo Caronta (Scal
Mori L. Gallina	THOMAS CASTERIA (Scale
(S	PATRICIA R CASERTA BARRES
-300	(Seal) (Seal) Bostones
(S	(Seal) (Seal) Secret
STATE OF ORIO,	Stark County as:
On this 28th day of October County and State, personally appound	, 2003 , before use, a Nosery Public to and for said
Michele Caserta, Unmarried and Them	as and Patricia R. Caserta, Busband and Wife
	il(s) who executed the foregoing instrument and acknowledged that e and did sign the foregoing instrument, and that the same is my hand and official seal.
My Commission Expérts:	Mary haid & La.
(Seal)	This bustument was prepared by: MATICUMAL CITY MORTGAGE CO
MERI L. GALLINA Hatary Public, State of Dhio No Converse From SEPT, 22, 2007	SACTIONAL CITY SERVICENCES CO
	h ef

Pass Sof 4"

PAGE 19/24

4R(OH) (0100)

DAN ENGLAND ESQ

3308230030

76:01 0102/81/30



Exhibit A

SITUATED IN THE CITY OF ALLIANCE, COUNTY OF STARK AND STATE OF OHIO AND KNOWN AS AND BEING LOT/NUMBER 2890 A6 THE SAME IS MARKED, NUMBERED AND DISTINGUISHED ON FILE AT THE RECORDER'S OFFICE IN CANTON, OHIO.

PARCEL NO. 01-10463

PROPERTY ADDRESS: 444 W. MARKET STREET - ALLIANCE, OHIO 44601

pre 1.7.C

0500628066 70:01 0102/81/90

200827502122

DATE: 10/01/2008 DOCUMENT ID 200827502122

DESCRIPTION
MERGED OUT OF EXISTENCE (MEX)

FILING

300.00

PENALTY

CERT 105.00 COPY

Receipt

This is not a bill. Please do not remit payment.

CORPORATION SERVICE COMPANY ATTN: LISA VAIDO 887 SOUTH HIGH STREET COLUMBUS, OH 43206

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1500343

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

NATIONAL CITY MORTGAGE CO.

and, that said business records show the filing and recording of:

Document(s):

Document No(s):

MERGED OUT OF EXISTENCE

200827502122



United States of America State of Ohio Office of the Secretary of State Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 1st day of October, A.D. 2008.

Ohio Secretary of State



Prescribed by:

The Olno Secretary of State Central Ohio: (614) 466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.ch.us e-mail busserv@sos state oh us Expedite this Form: (Sewer One)

Mall Form to one of the Following: Expecte

P.O. Box 1390

Columbus OH 43216

O Non Expedite

P O Box 1329

Columbus OH 43216

CERTIFICATE OF MERGER

Filing Fee \$125.00

(154-MER)

In accordance with the requirements of Otilo law, the undersigned corporations, banks, savings banks, savings and loan, limited liability companies, limited partnerships and/or partnerships with limited liability, desiring to effect a merger set forth the following facts:

		G ENTITY
M. 1	ne na	ime of the entity surviving the merger is: National City Bank
В	vame	Change: As a result of this merger, the name of the surviving entity has been changed to the following
í(Comple	tile only if name of surviving settly is changing through the merger)
C. 1	file st	inviving entity is a: (Please check the appropriate box and fill in the appropriate blanks)
		Domestic (Ohio) For-Profit Corporation, charter number
		Domestic (Ohio) Nonprofit Corporation, charter number
		Foreign (Non-Ohio) For-Profit Corporation incorporated under the laws of the state/country of and ficensed to transact business in the state of Ohio under ficense number
	Ø	Foreign (Non-Ohio) For-Profit Corporation incorporated under the laws of the state/country of and NOT licensed to transact business in the state of Ohio
		Foreign (Non-Ohio) Nonprofit Corporation under the laws of the state/country of and licensed to transact builriess in the state of Ohio under license number
	0	Foreign (Non-Ohio) Nonprofit Corporation under the laws of the state/country of and NOT licensed to transact business in the state of Ohio
		Domestic (Ohio) For-Profit Limited Liability Company, with registration number
	0	Domestic (Ohio) Nonprofit Limited Liability Company, with registration number
	D	Foreign (Non-Ohio) For-Profit Limited Liability Company organized under the laws of the state/country of and registered to do business in the state of Ohio under registration number
		Foreign (Non-Ohio) For-Profit Limited Liability Company organized under the laws of the state/country of and NOT registered to do business in the state of Ohio
	O	Foreign (Non-Ohio) Nonprofit Limited Liability Company organized under the laws of the state/country of and registered to do business in the state of Ohio under registration number
	0	Foreign (Non-Ohio) Nonprofit Limited Liability Company organized under the laws of the state/country of and NOT registered to do business in the State of Ohio
	П	Domestic (Ohio) I mited Partnership with recistration number

		Foreign (Non-Ohio) Limited Partnership organid registered to do business in the state of	•		ry el	
		Foreign (Non-Ohio) Limited Partnership organo NOT registered to do business in the s	•	e laws of the state/count	ry of	***************************************
		Domestic (Ohio) Partnership Having Limite	d Liability, with t	ha registration number		***
		Foreign (Non-Ohio) Partnership Having Lim and registered to do business in the state of			the state/country of	- G - (W-30)
		Foreign (Non-Ohio) Partnership Having Lin and NOT registered to do business in the s		senized under the laws o	f the state/country of	and the second s
		General Partnership NOT registered with If	e state of Ohio			
1	he name espective	S ENTITY . charter/license/registration number, type of dy, of which is the entities merging out of exit g entitles, please attach a separate sheet list	stence are as fo	lows (If this is insuffici		
1	Verne/Cha	ener, License or Registration Number	State/Co	untry of Organization	Type of Entity	
_	National	City Mortgage Co. (1500343)	Ohio	,	Corporation	
_			sake of historical and extraggless of the sake and the sa			
2	The name agr ed iner	AGREEMENT ON FILE and mailing address of the person or entity of merger uport written request: B. Wexter		ch eligible persons may o		
1	iame	***************************************	Sweet Address	/PO. Box Address	the Control of the Co	
4	Clevelan	d	OH	44114		
(City		State	Zip Code		
;	This merç after the c	VE DATE OF MERGER ger is to be effective on October 1, 2008 tate of filing; the effective date of the merger the date of filing will be the effective date of	cannot be earlie	specified, the date must is than the date of filing.		
-		RAUTHORIZED stituent entry has complied with all of the lay	vs under which	it exists and the laws be	mil the merger. The	

Each constituent entity has complied with all of the laws under which it exists and the laws permit the merger. The agreement of merger is authorized on behalf of each constituent entity and that each person who signed the certificate on behalf of each entity is authorized to do so.

surviving entity is a foreign entity NOT lice i upon whom any process, notice or demer	insed to transact business in this state, the name and address of may be served is:
Corporation Service Company	50 West Broad Street, Suite 1800
lema	Mailing Address
Columbus	Onio 43215
hy	Sp Code

VI STATEMENT OF MERGER

Upon filling, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity.

VIII AMENDMENTS

In the case of a merger into a domestic corporation, limited liability company, or limited partnership, any amendments to the articles of incorporation, articles of organization, or certificate of limited partnership of the surviving domestic entity shall be filed with the certificate of merger

Amendments are attached

■ No Amendments

IX. REQUIREMENTS OF CORPORATIONS MERGING OUT OF EXISTENCE

If a domestic or foreign corporation licensed to transact business in this state is a constitutent entity and the surviving or new entity resulting from the merger is not a domestic or foreign corporation that is to be licensed to transact business in this state, the certificate of merger or consolidation shall be accompanied by the affidavits, receipts, certificates, or other evidence required by division (G) of section 1702.47 of the Revised Code, with respect to each domestic corporation, and by the affidavits, receipts, certificates, or other evidence required by division (C) or (D) of section 1703.17 of the Revised Code, with respect to each foreign constituent corporation licensed to transact business in this state

X. QUALIFICATION OR LICENSURE OF FOREIGN SURVIVING ENTITY

A. The listed surviving foreign entity desires to transact business in Ohio as a foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the state of Ohio. The name and complete address of the statutory agent is:

Name	Making Address
City	Ahio Zip Code

If the agent is an individual and using a P.O. Box, check this box to certify the agent is a resident of the state of Ohio.

The subject surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State of Ohio if the agent cannot be found, if the corporation bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability fails to designate another agent when required to do so, or if the foreign corporation's, bank's, savings bank's savings and loan's, limited liability company's, limited partnership's or partnership having limited liability's license or registration to do business in Ohio expires or is canceled.

The name of the Foreign National association is. National City Bank	y/Federally chartered bank.		
National City Bank	,	savings bank, or savi	ngs and loan
		<u></u>	
b) The name(s) of any Trade Name(s) under which the corporati	ion will conduct busin	83 5:
		# d this document	
(c) The location of the main office (no	n-Ohio) shall be		
Street Address / P.O. Box Address		different vandilist for hoper to make the plants stage of a second contract of the second c	HEROTOR TO THE TOTAL THE TOTAL TO THE TOTAL TOTAL TO THE
City	County	State	₹ o Co
(d) The principal office location in the	state of Ohio shall be:		
1900 East Ninth Street			Marian and the Committee of the Committe
Street Address i P.O. Box Address			
Cleveland	Cuyahoga	Ohio	4411
(Please provide a brief summery	of the business to be condu	icted: a general clause	e is not suffici
English Charlife days I trailed I to bille.	Company under section	1705.54	
(If the qualifying entity is a foreign		e following information	i must be con
	limited liability company, the	<u>,</u>	
(If the qualifying entity is a foreign	limited liability company, the horofit limited liability compa	ny is its state of organ	nizatlon/regist
(if the qualifying entity is a foreign (a) The name of the For-Profit or No. (b) The name under which the limiter	limited liability company, the reprofit limited liability compa- d liability company desires to organized or registered on	ny in its state of organ	nizatlon/regist
(a) The name of the For-Profit or No. (b) The name under which the limited from its home state name) is.	imited liability company, the reprofit limited liability company desires to diability company desires to organized or registered on ry of	ny in its state of organ o transact business in	nizatlon/regist
(a) The name of the For-Profit or No. (b) The name under which the limited from its home state name) is. (c) The limited liability company was under the laws of the state/count. (d) The address to which interested	imited liability company, the reprofit limited liability company desires to diability company desires to organized or registered on ry of	ny in its state of organ o transact business in	nizatlon/regist

a)	The name of the limited partnership is				
(b)	The limited partnership was formed on	15	ging group and the state of the	Operation of the Section of the Sect	
	Under the laws of the state/country of	Martin South and the control of the state of	gygendd allan ann gwysgriwn a mhall.		
(C)	The address of the office of the limited of	artnership in its stat	e/country of organizati	on is:	
	Street Address / P.O. Box Address	nammat kep araban kerasa kebana paga men		ini ya wa kata ka	
	Cžy	County	State	Zer Code	
ď)	The limited partnership's principal office	address is:			
	Street Address / P.O. Box Address		and the second of the second o	and the second s	
	City	Courtly	State	Zip Code	
e)	The names and business or residence a follows	iddresses of the ger	ieral partners of the pa	irtnership are as	
	Hame	Street Address	E / P () Sox Address		
	Hame	Street Address	E/PO Sox Address		
	Hame	Street Address	s P O Sox Address	A A A A A A A A A A A A A A A A A A A	
uf				ertners and their respec	tive addr
	Ficient space to cover this item, please at the address of the office where a list of limited partners and their respective cap	tach a separate she	at listing the general pa	,	tive addr
	ficient space to cover this item, please at	tach a separate she	at listing the general pa	,	t ive add ro

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is canceled or withdrawn

	regit additiving entity is a foreign permenship ha pleted.)	ed Elability Under Section 1775.64 aving limited liability, the following infor	mation must be		
a)	The name of the partnership shall be:				
(b)	The partnership was formed under the laws				
(c)	Please complete the following appropriate s	ection (either item c(l) or c(2)):			
	(1) The address of the partnership's princi	ipal office in Onio is			
	Street Address P.O. Box Address				
		, Ohio			
City Zip Code					
(H e	he partnership does not have a principal (2.) The address of the partnership's princi	, ,	be completed)		
	Street Address / P O Box Address	Nacional de la companya de la compa	Problems of the continue of th		
	**************************************	2365	reduces successions		
	City .		Zip Code		
(d)	The business which the partnership engage	es in is:	Eth Cribe		
(đ)	,	es in is:	£\$ \$40\$		

(Proceed to page 7 for signatures of authorized officers, partners and representatives.)

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below

National City Bank	National City Mortgage Co		
Exact name of affine	Exact nagos of entity		
By: // L/	By: // (
Its: President	President/		
Date: 9/29/2008	Date: 9729/2008		
Exact name of entity	Space name of entity		
•			
Бу:	By:		
Its:	Rs:		
Oate:	Date:		
Exact name of entity	िक्सले वक्तान्ह of समार्थपु		
By:	Ву:		
its:	its:		
Date:	Date:		
Exect Name of easily	Exact Name of entity		
Ву:			
its;			
Date:	Date:		
	width and a difference of the second of the		
Exact Name of entity	Exact Name of entity		
By:	Sy:		
its:			
Date:	Cate:		
Mr 42 T-0.4	an as 1℃ «		

An authorized representative of each constituent corporation, partnership, or entity must sign the merger certificate ORC 1701.81(A), 1702.43 (A), 1705.38(A), 1775.47(A), 1782.433(A)

	is checked.		
	AFFIDAVIT		
lieu of dissolution releases from various governmental	authornes (1701.86(f	1)(6) OR	C)
National City Mortgage Co.			
(Exact Name of Cor	rporation)		
ie undersigned, being first duty sworn, declares that or vernmental agencies was advised IN WRITING of the is advised IN WRITING of the adknowledgement by th 01.95 of the ORC.	scheduled date of filling	g of the	Certificate of Dissolution and
AGENCY	DATE NOTIFIED		OTIFIED
Ohio Department of Taxation		10/1/	2008
Dissolution Section Box 182362			
Columbus, Ohio 43218-2382			
		10/1/2008	
Ohio Job & Family Services			AND THE PROPERTY OF THE PROPER
Status and Liability Section Data Correspondence Control			
Overnight 4020 East 5th Avenue			
Golumbus, OH 43219-1811			
Regular: P.O. Box 1824§3 Columbus, OH 43218-2413			
Fax: 614-752-4811			
Phone: 614-496-2319			
		STEENING AND	
			A Maria Andrea de Maria de Antre de Ant
Ohio Bureau of Workers' Compensation 30 W. Spring Street Columbus, Ohio 43215			Americaning personal plants of the College March 1994
30 W. Spring Street Columbus, Ohio 43215 Note: This affidavit must be signed by one or more pe	ersons executing the ox	ertificate	of dissolution or by an officer of
30 W. Spring Street Columbus, Ohio 43215 Note: This affidavit must be signed by one or more pe	ersons executing the co	erificate	of dissolution or by an officer of President
30 W. Spring Street Columbus, Ohio 43215 Note: This affidavit must be signed by one or more pe	ersons executing the co		
30 W. Spring Street Columbus, Ohio 43215 Note: This affidavit must be signed by one or more perecorporation: By: Name: Joseph Cartellone 4900 East Ninth Street		Title:	President
30 W. Spring Street Columbus, Ohio 43215 Note: This affidavit must be signed by one or more perecorporation.) By:	:: F.Q. Box Addresses are	Title:	President
30 W. Spring Street Columbus, Ohio 43215 Note: This affidavit must be signed by one or more perecorporation; By: Name: Joseph Cartellone -1900 East Ninth Street (Street) NOTE Cleveland	E: P.O. Box Addresses are	Title:	President ptable. 44114
30 W. Spring Street Columbus, Ohio 43215 Note: This affidavit must be signed by one or more personation: By: Law	:: F.Q. Box Addresses are	Title:	President
30 W. Spring Street Columbus, Ohio 43215 Note: This affidavit must be signed by one or more perecorporation.) By: Law	E. P.Q. Box Addresses are Off (State)	Title:	President ptable. 44114
30 W. Spring Street Columbus, Ohio 43215 Note: This affidavit must be signed by one or more perecorporation; By: Name: Joseph Cartellone -1900 East Ninth Street (Street) NOTE Cleveland	E: P.Q. Box Addresses are OH (State) October 1, 2	Title:_	President ptable. 44114 SUSAN J. CRAMER Total South State of Ohio. Con-
30 W. Spring Street Columbus, Ohio 43215 Note: This affidavit must be signed by one or more perecorporation.) By: Add Add Add Add Add Add Add Add Add Ad	E: P.Q. Box Addresses are OH (State) October 1, 2	NOT acco	President pushe. 44114 gip Code) SUSAN J. CRAMER

50**f**

Page 4 of 5

Last Revised: June 2004

Complete the information in this section if box (1), (2) or (3,	is checked.				
STATE OF OHIO	all the authorized the second				
County of Cuyahoga SS					
Joseph Cartellone	, being first duly sworn, deposes and says that she/he is				
President of	National City Mortgage Co.				
্শিল্প that this affidavit is made in compliance with section	1701.95 of the ORC:				
That said corporation has (Check one of the following)	1 - Total Control Cont				
A. has no personal property in any county in	and the second s				
B. personal property only in the following con	unyies;				
and that the net assets of said corporation are sufficient to pay all personal property taxes accrued to date.					
	Signature: Joseph Cartellone				
Sworn before me and subscribed in my presence on	October 1, 2008 (Date)				
	Musical (Notary Public)				
	SUSAN J. CRAMER Notary Public, State of Ohio, Cuy. Cty My commission expires Jan. 31, 2010				
(Notary Seal)	Commission Expires 1/31/2010 (Oate)				



り

Comptroller of the Currency Administrator of National Banks

Northeastern District Office 340 Madison Avenue, 5th Floor New York, New York 10173-0002

Licensing Division Telephone: (212)790-4055 Fax: (301) 333-7015

November 6, 2009

James S. Keller
Chief Regulatory Counsel
The PNC Financial Services Group, Inc.
249 Fifth Avenue
One PNC Plaza. 21st Floor
Pittsburgh, Pennsylvania 15222-2707

Re: Application to merge National City Bank, Cleveland, Ohio, with and into PNC Bank, National Association, Wilmington, Delaware under the charter and title of the latter Control No: 2009 NE 02 0017 Charter No: 1316

Dear Mr. Keller:

This letter is the official certification of the Comptroller of the Currency to merge National City Bank, Cleveland, Ohio ("NCB"), with and into PNC Bank, National Association, Wilmington, Delaware ("PNC Bank"), effective as of close of business on November 6, 2009. The resulting bank's title is PNC Bank, National Association, charter number 1316.

This is also the official authorization given to PNC Bank, the resulting bank, to operate branches of NCB as branches of the resulting bank. Branches of a national bank target are automatically carried over to the resulting bank and retain their current OCC branch numbers.

We understand that upon consummation, the capital surplus of PNC Bank will increase. Within 30 days following consummation, please provide this office with the exact dollar amount of the capital change so that we may issue our letter certificating the capital increase.

If the combination does not occur as represented in your letter of October 26, 2009, this certification must be returned to the OCC. Following consummation of the merger, please return the charter certificate for NCB so that we may properly close our files for this bank.

Sincerely,

Sandya Reddy

Acting Director for District Licensing